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March 18, 2010

REQUEST FOR QUALIFICATIONS
Program for Arterial System Synchronization (PASS)

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications (SOQ) to provide technical assistance to Bay Area jurisdictions through the Program for Arterial System Synchronization (PASS). Selected Consultant(s) will be expected to provide technical assistance to Bay Area jurisdictions with retiming traffic signal systems that include signals from multiple jurisdictions, interact with freeways and state highways, provide transit priority, or have been developed in conjunction with other regional programs.

This letter, together with its enclosures, comprises the RFQ for this program. Responses to the RFQ in the form of Statement of Qualifications (SOQ) should be submitted in accordance with the instructions set forth in this RFQ.

Any addenda to this RFQ that may be issued by MTC will be posted at <http://www.mtc.ca.gov/jobs/contracts/>. It is the proposer's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein.

Requests for clarification or exception to RFQ provisions must be received no later than 4:00 p.m., Tuesday, March 30, 2010 to guarantee consideration.

Statement of Qualifications (SOQ) Due Date

Interested firms must submit an original, five (5) hard copies and a scanned PDF copy (in a CD Rom) of their SOQs by 4:00 p.m., Wednesday, April 7, 2010. ***SOQs received after that date and time will not be considered.*** A submitted SOQ shall be considered a firm offer to enter into a contract for a period of one hundred eighty (180) days from the date of submittal.

MTC Contact

SOQs and all inquiries relating to this RFQ should be submitted to the Project Manager at the address shown below. For inquiries, call 510.817.5936 or e-mail [<vtabjulu@mtc.ca.gov>](mailto:vtabjulu@mtc.ca.gov).

Vamsi Tabjulu, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
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I. Introduction

MTC is the transportation planning, financing, and coordinating agency for the nine-county San Francisco Bay Area. The purpose of the Program for Arterial System Synchronization (PASS) is to provide technical and financial assistance to Bay Area agencies to help improve the safe and efficient operation of certain traffic signal systems and corridors. The Transportation 2035 Plan provides approximately \$1.25 million per year in Congestion Mitigation and Air Quality (CMAQ) funds for traffic signal coordination under the PASS. The primary responsibility for the operation and retiming of traffic signals resides with the agency that owns them.

Under this regional program, technical assistance and financial support will be focused on traffic signal system projects that:

- i) Interact with freeways and state highways;
- ii) Involve traffic signals from multiple jurisdictions;
- iii) Operate on corridors with established regional significance;
- iv) Provide priority for transit vehicles; and
- v) Have been developed in conjunction with other regional programs.

The goals and objectives of the PASS are as follows:

1. Coordinate local and state-owned signal systems, and retime signal systems in response to changes to the state-owned system. This includes changes resulting from freeway widening, reconfiguration of interchanges or intersections, implementation of ramp metering, or altering the lane configuration on state highways.
2. Establish and maintain communications between systems owned by Caltrans and local agencies. This could entail provision of GPS units, signal interconnect cable, or other technology to enable two-way communication and coordination, as well as retiming the signals once the new communications system is activated.
3. Retime traffic signal systems to support priority for transit vehicles. This would include active priority through signal preemption systems and passive priority through signal timing plans, and could include providing transit vehicles with rapid access/egress from major transit hubs.

4. Retime traffic signal systems in conjunction with other established regional programs, such as safe routes to schools, safe routes to transit, smart corridors, and incident management.

Typical tasks performed under the PASS to meet program goals and objectives include, but are not limited to, the following:

1. Improve reliability and predictability of travel along arterial roads.
 - Develop and implement signal coordination plans (a.m., p.m., and/or midday) that reduce travel time and delay on corridors that contain state and local signals.
 - Collect weekday peak period turning movement counts at all study intersections, including pedestrian and bicycle counts, and seven-day 24-hour machine counts at strategic locations to determine periods of coordination.
 - Develop and implement signal coordination plans based on the throughput of people rather than vehicles.
 - Develop and implement flush plans for arterials that are used as diversion routes in the event of freeway incidents, in conjunction with other incident management actions.
 - Develop and implement optimized actuated settings for fully actuated signals to minimize queuing during non-peak periods.
2. Improve air quality through decreased motor vehicle emissions and fuel consumption.
 - Develop and implement signal coordination plans that reduce starts and stops and promote uniform travel speeds.
 - Develop and implement transit signal priority plans to make transit a more attractive travel option.
3. Improve the safety of motorists, pedestrians, and bicyclists.
 - Collect pedestrian and bicyclist volume data at the same time as vehicle count data at intersections to be coordinated.
 - Develop and implement signal coordination plans that promote uniform travel speeds, thereby reducing rear-end collisions.
 - Review existing pedestrian crossing times and bicycle detection at intersections to be coordinated, and recommend adjustments as necessary.
 - Review collision history for patterns that are susceptible to correction through signal timing and recommend adjustments as necessary.
4. Provide streamlined program administration and project management.
 - Provide high-quality technical assistance in a cost-effective manner.
 - Require local agency review and approval of timing plans prior to implementation.
 - Provide a peer review option to small agencies that do not have in-house traffic engineering staff.
 - Use data on the quality of the deliverables and the number of projects completed within schedule and budget to guide assignment of projects to Consultants in subsequent cycles.
 - Facilitate interagency communication and coordination.

MTC intends to enter into one (1) year contracts with two or more Consultants selected through this RFQ. At MTC's sole discretion the contract(s) may be extended for up to two (2) one-year periods, subject to the approval of future budgets. Projects will be assigned to Consultants based on the project's scope of work, the firm's area of expertise, and local agency preferences. The contract between MTC and each PASS Consultants will not commit MTC to awarding any particular project or number of projects to the selected Consultants. The number of projects

assigned to each PASS Consultant(s) will vary, at the discretion of the MTC Project Manager and local jurisdiction preferences. The contracts with the selected Consultant(s) will include the federally required third party contract provisions described in IV below and in *Appendix D*.

II. Minimum Consultant Qualifications

SOQs must demonstrate that Consultant meets the following minimum consultant qualifications to be eligible for consideration:

1. Project Manager with experience with working on multi-agency signal coordination projects.
2. Project Manager and lead staff with expertise in:
 - a. the principles of traffic signal timing and signal coordination;
 - b. hardware and software used for traffic signal systems;
 - c. analysis of recent collision history for susceptibility to correction through traffic signal timing and coordination; and,
 - d. accommodating the needs of all users of arterials, including motorists, pedestrians, bicyclists, transit patrons, and transit vehicles in the context of traffic signal timing and coordination.
 - e. the use of micro-simulation software for optimization of arterial signal coordination;
 - f. implementation of timing plans using legacy and modern traffic signal system software and hardware; and,
 - g. operation and programming of different types of controllers.
3. Project Manager with eight (8) or more years of experience in the areas of expertise noted above and California Civil or Traffic Engineer registration; and lead staff with three (3) or more years of experience in the areas of expertise noted above.

The following Consultant qualifications are desirable and will be viewed as exceeding the minimum requirements:

1. Lead staff with applied knowledge of, and expertise in, the principles of transit signal priority; and lead and technical staff with experience in the use of micro-simulation software for transit signal priority and implementing and fine-tuning transit signal priority plans.
2. Lead and technical staff located in the Bay Area with experience working with Bay Area agencies and traffic signal systems.
3. Depth of staff resources to work on multiple projects at the same time.

III. Proposers' Conference, Requests for Exceptions, and Addenda

A proposers' conference will be held on Monday, March 29, 2010, at 1:00 p.m. in the Joseph P. Bort MetroCenter Building, 101 – 8th Street, Oakland, CA. When you arrive, please register with the MTC Receptionist on the third floor and come to the Fishbowl Conference Room.

Requests for clarification/questions and requests for exception or modification to provisions of the RFQ must be received no later than 4 P.M., March 30, 2010 to guarantee consideration and a response.

Any addenda to this RFP and questions and answers regarding requirements will be published on MTC's website <www.mtc.ca.gov/jobs/contracts>. Proposers are responsible for checking the website for any addenda and responses to questions released.

IV. Scope of Work, Schedule and Budget

Appendix A, Scope of Work, Schedule, and Budget, outlines the details of services to be performed by selected Consultant(s) for PASS 2010/11. Consultant(s) will be assigned several projects after the selection of eligible projects from Bay Area jurisdictions in response to a Call for Projects for the PASS program. The consultant's scope of work for each project will generally include the following tasks: project start-up and preparation of a Detailed Workslope, Schedule, and Budget (DWSB); analysis of existing conditions; development of draft recommendations; and implementation and evaluation. Deliverables are required for each of the four tasks, and any approved additional services.

After the notification of the project award the consultant shall coordinate a project kick-off meeting with all of the project stakeholders. The consultant and stakeholders will agree on a DWSB and submit it to the MTC Project Manager for approval. DWSB's will vary depending on the tasks required to perform the specific project assignments and are expected to clearly describe the scope of work, define the data collection efforts needed, and identify the time for completion, budget, and consultant staff assigned to the project tasks.

MTC will be soliciting projects from local jurisdictions by issuing a Call for Projects. MTC will then assign selected projects to Consultant(s). It is intended that all work under the 2010/11 cycle be completed by the end of the fiscal year in June 2011. The schedule for the second annual cycle is intended to follow the same milestone months as the first annual cycle, but one year later. For each cycle, it is critical that data collection be done on days with typical traffic patterns, avoiding weeks with public holidays, school breaks, and construction detours, etc., which do not reflect typical traffic patterns in the area.

For the first year of the contract, project assignments will be based, to the extent possible, on project sponsor preferences, given MTC's intention of distributing the work and funding fairly equally among the selected Consultant(s). Based on the Consultant(s)' performance during the first year, MTC at its sole discretion will determine whether to extend the contract for the subsequent years(s). Project assignments during these subsequent years of the contract will reflect sponsor preference, and the consultant's performance in the prior year(s).

The budget for each project will vary depending on the number of signals to be coordinated, the number of scenarios (weekday morning, off-peak/midday, and/or afternoon peak period), any approved additional services, and whether timing plans are implemented in the field or from a traffic management center. Consultant(s) will be paid directly by MTC using a deliverables-based schedule after all comments from stakeholders are addressed by the consultant.

V. Disadvantaged Business Enterprise (DBE) Requirement

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization

requirements on its consultants and contractors. Consultant's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of **10%** for this contract; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices D-3, D-4, and D-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix D*.

Appendices D-1, D-2, D-3, D-4, and D-5 are Caltrans-required forms. Proposers **must** complete Appendices D-1, D-2, D-3, D-4 and D-5 according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

1. Terms as used in this document:

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term "proposer" refers to firms submitting SOQs in response to this RFQ; the term "proposal" means the SOQ.
- The term "Contract." also means Agreement.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. Authority and Responsibility

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. Submission of UDBE and DBE Information

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE Participation – General Information

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. Resources

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in

which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

VI. Form of Statement of Qualifications (SOQ)

Sections that should be included in each SOQ are described below. In furtherance of MTC's resource conservation policy, proposers are asked to print proposals back to back and are encouraged to use recycled paper. Proposal content and completeness are most important. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

1. **A transmittal letter** signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date and should include the name and telephone number of a contact person and a statement that the SOQ is a firm offer to enter into a contract with MTC according to the terms of this RFQ for one hundred eighty (180) days following its submission.
2. **A company profile and summary of the firm's qualifications** in relation to the Program. The company profile should include the firm size and number of local and out-of-region (listed separately) qualified engineers in the firm who would be available to work on the PASS projects. Please list the company address where the project work will be performed and coordinated. (*Suggested Page Limit – 6*)
3. **Summary qualifications** of the lead and technical staff proposed for the Program, addressing the minimum qualifications listed in Section II above and other desirable experience and expertise. Staff qualifications should be limited to one paragraph, and should include the role of the staff person, the length of their work experience, and their areas of expertise along with their experience in signal timing. A table showing each

proposed staff person, their assigned role for the program and their applicable skills and/or areas of expertise should be provided. Resumes may be included as an appendix. (*Suggested Page Limit – 6, not including resumes*)

4. **Summary of relevant, recent projects**, including MTC Regional Signal Timing Program (RSTP) projects, if applicable, performed by the lead staff person and technical staff proposed for the Program. A summary table showing the agencies involved, consultant staff involved, services performed, technologies used, year of completion, dollar amount of the contract, benefits achieved, etc. (*Suggested Page Limit – 6*)
5. **Detailed descriptions of two relevant, recent projects**, detailing how the requirements of pedestrians, bicyclists, transit patrons and vehicles were addressed. Describe the tasks performed, and how various issues like software and hardware problems, controller problems, signal interconnection, implementation and fine-tuning issues, commuter complaints, etc., were addressed. Please do not submit project reports. (*Suggested Page Limit – 6*)
6. **Explanation of approach, in reference to Appendix A: Scope of Work, Schedule, and Budget**, to signal timing optimization and coordination including some of the additional services listed under Section 5: Additional Services. (*Suggested Page Limit – 6*)
7. **Three references** who can attest to the consultant's experience in performing work substantially similar to the services covered by this RFQ, along with contact information and the name of the project or projects done by the consultant Program Manager for that client. Letters of endorsements may be included as an appendix.
8. **A separate, sealed envelope** with a description of the Consultant's hourly rates for technical staff for Task 5: Additional Services, including statements that the rates include all direct and indirect costs, and that the rates are valid for the term of the Program, including all contract extensions.
9. **A signed California Levine Act statement** (*Appendix B*)
10. **A signed Insurance Provisions document** (*Appendix C-1*)

VII. Federally-required certifications related to lobbying, debarment, and subcontractor information (*Appendices D-1, D-2, D-3, D4, and D-5*). **Evaluation Factors**

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for adherence to the minimum qualifications and inclusion of the items requested in Section VI. Form of SOQ above. **Proposers failing to meet the minimum qualifications or to satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements listed above will not be considered.** Further, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Section VI. Form of SOQ may still be considered responsive, if evaluation of every criterion is still possible. **MTC reserves the right to request additional information from responsive proposers prior to evaluation.**

Responsive SOQs will then be reviewed by an evaluation panel using the following criteria, all relatively equal in importance:

1. The firm's depth of resources and availability of qualified staff assigned to this program. Familiarity of key staff with Bay Area agencies and their traffic signal systems. Past performance on projects in the MTC Regional Signal Timing Program (RSTP), if applicable.
2. Project manager and proposed team's demonstrated ability to provide technical assistance in traffic signal coordination, traffic signal timing optimization, collision analysis, and experience working with multi-agency signal coordination projects.
3. Project manager and proposed team's ability in adhering to established standards and public safety requirements, and accommodating the needs of pedestrians, bicyclists, transit patrons and vehicles, and other users of arterials.
4. Project manager and proposed team's knowledge of, and working expertise in, software for optimization of arterial signal coordination, modern traffic signal system hardware and software, operation and programming of controllers, technologies for signal interconnection, efficient data collection, data analysis skills, and implementation and fine-tuning skills.
5. Project manager and proposed team's specialized expertise and experience in transit signal priority, incident management, smart corridors, and other additional services listed in Appendix A. Scope of Work, Schedule, and Budget.
6. Communication skills and written presentation, including the abilities to write and present both qualitative and quantitative information in a clear and illustrative manner as demonstrated by the SOQ. Oral communication skills of the proposed project manager and the project team will be evaluated if interviews are held.

The evaluation panel members will evaluate the SOQs of firms meeting the minimum qualifications and develop a "short list" of firms to be considered for selection. Oral interviews may be held with short-listed firms, and references may be contacted for any or all of the short-listed firms.

The panel recommendations will be forwarded to the MTC Executive Director for approval. If the Executive Director agrees, the recommendations will be considered by MTC's Operations Committee. Staff will ask the Operations Committee to approve a list of firms with whom staff may negotiate contracts.

MTC reserves the right to select Consultants based solely on written SOQs and not convene oral interviews. Further, MTC reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in SOQs, to negotiate with any and all Consultants, and to request additional information from responsive Consultants. Any awards made will be to firms whose qualifications are most advantageous to MTC, based on the evaluation criteria outlined above.

VIII. Consultant Selection Timetable

March 29, 2010 at 1:00 p.m.	Proposer's Conference
March 30, 2010 (4 p.m.)	Closing date and time for requests for clarifications/exceptions
No later than five (5) business days prior to the date SOQs are due	Closing date and time for objections to RFQ provisions
April 7, 2010 (4 p.m.)	Closing date and time for receipt of SOQ at MTC
April 20, and/or April 21, 2010	Interviews, if necessary
June 11, 2010	MTC Operations Committee Review
June-July, 2010	Execution of contracts

IX. Selection Disputes

A proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied, by submitting to the MTC Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date SOQs are due, for objections to RFQ provisions; or
- 2) No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive or failed to meet minimum qualifications; or
- 3) No later than three (3) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of failure to meet the minimum qualifications, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protester wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

X. General Conditions

MTC will not reimburse any firm for costs related to preparing and submitting a SOQ.

Materials submitted by respondents and evaluated by MTC are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*) after the Operations Committee authorizes negotiation of a contract(s).

MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFQ. MTC reserves the right in its sole discretion to determine which Consultants qualifications, experience, available resources and ability to perform the required services best suit each project.

Further, in its sole discretion, MTC reserves the right to negotiate reasonable rates for additional services and to cancel the allocation of any project to a Consultant if reasonable rates cannot be negotiated.

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix C*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions.

The selected Consultants will be required to indemnify, defend and hold harmless MTC and all client jurisdictions, as described in *Appendix C*.

The selected Consultant(s) will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*. Consultant(s) agree to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1, Insurance Requirements*, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFQ provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix E*.

XII. **Recommendation**

Based on the recommendation of the selection panel, the Executive Director of MTC will recommend consultants to the MTC Operations Committee, which will be asked to commit to staff's negotiation of contracts with the top ranked firms and to the expenditure of funds in connection with this RFQ.

We appreciate your interest in this RFQ and look forward to receiving your statements of qualifications.

Sincerely,

A handwritten signature in cursive script that reads "Ann Flemer".

Ann Flemer
Deputy Executive Director

AF: VT

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APPENDIX A

SCOPE OF WORK, SCHEDULE, AND BUDGET

The purpose of the Program for Arterial System Synchronization (PASS) is to provide technical and financial assistance to Bay Area agencies to help improve the safe and efficient operation of certain traffic signal systems and corridors. The primary responsibility for the operation and retiming of traffic signals resides with the agency that owns them.

Scope of Work

The services to be performed by Consultants will consist of services requested by the MTC Project Manager or a designated representative including, but not limited to, the following:

0. Program Kick-Off

At the beginning of each annual cycle, Consultants will meet with the MTC Project Manager and other PASS consultants to discuss Program guidelines and standardization of services, deliverable formats, and project administration. Electronic files shall be named in accordance with a naming convention specified by MTC Project Manager.

1. Project Start-Up

- 1.1 Project Kick-Off Meeting** – Consultants will schedule a meeting with the project sponsor, other involved agencies, and the MTC Project Manager or designated representative to kick-off the project; establish communication channels and protocols; discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals of the project. Specific topics to discuss include the turning movement data collection and times to collect travel time data.
- 1.2 Preparation of a Detailed Workscope, Schedule, and Budget** – Consultants will prepare a Detailed Workscope, Schedule, and Budget (DWSB) for review and approval by the project sponsor, other involved agencies, and the MTC Project Manager. Consultants will finalize the DWSB based on comments received from the project sponsor, other involved agencies, and the MTC Project Manager. This deliverable is invoiced after the approval of the Final DWSB.

Deliverable 1A:	Draft Detailed Workscope, Schedule, and Budget
Deliverable 1B:	Final Detailed Workscope, Schedule, and Budget

2. Analysis of Existing Conditions

Consultants will collect and analyze all information necessary to thoroughly understand existing traffic conditions in the study area and be able to develop optimal time-of-day traffic signal coordination plans and transit signal priority plans, if applicable.

- 2.1 Data Collection – Consultants will collect existing conditions data including, but not limited to, the following:
- 2.1.1. From the project sponsor and other involved agencies, Consultants will collect existing timing sheets, existing coordination plans, traffic signal as-built drawings, aerial photos, maps, and collision diagrams for the study intersections, if available.
 - 2.1.2. From the project sponsor and other involved agencies, including transit properties, if any, Consultants will collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, leading and lagging left-turn phasing, and conditional service, as well as the timing optimization software preference.
 - 2.1.3. Consultants will conduct weekday peak period turning movement counts at all study intersections, including pedestrian and bicycle counts, and seven-day 24-hour machine counts at strategic locations to determine periods of coordination. All counts shall be taken during times and days that are representative of the times and days for which coordination plans will be developed. It is preferred that all counts be summarized in MS Excel format.
 - 2.1.4. Consultants will conduct a field review of all study intersections and street segments to verify lane geometry, speed limits, storage lengths, signal phasing, distances between intersections, and crosswalk lengths, unless the information is available through other sources such as aerial photos and speed surveys. Consultants will conduct a field review at key intersections to measure queue lengths and saturation flows for heavy movements.
 - 2.1.5. Consultants will conduct a field review to observe typical traffic patterns during the weekday peak periods for which coordination plans will be developed. Consultants will note factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume unsignalized intersections, including interchanges; parking maneuvers; and presence and location of bus stops.
 - 2.1.6. Consultants will verify signal coordination and transit priority capabilities of existing equipment and communications infrastructure. Consultants will take digital photos of the controller cabinet and the contents of the controller cabinet, unless waived by the system owner. The digital photos may be taken during timing plan implementation, at the discretion of the Consultants.
 - 2.1.7. Consultants will conduct travel time and delay studies, including number of stops, during times and days that are representative of the times and days for which coordination plans will be developed. A minimum of four runs shall be conducted for each direction for each peak period. Travel time and delay studies shall be conducted using the floating car method. The time of performance of the travel time and delay studies will be defined at the kick-off meeting.

2.2 Analysis of Existing Conditions – Consultants will analyze the data obtained from Task 2.1 as follows:

2.2.1 As permitted by the project stakeholders, Consultants will review initial and actuated settings for each study intersection to identify opportunities to minimize delay during non-coordination periods and enhance pedestrian and bicyclist safety. The analysis shall include, but not be limited to, review of minimum and maximum green settings; yellow and red times; pedestrian timing; and gap, extension, and reduction settings.

2.2.2 Consultants will review collision diagrams for the study intersections, if available, to identify patterns that are susceptible to correction through signal timing.

2.2.3 Using software specified by the project sponsor, Consultants will develop a model of the study area and calibrate the model based on field observations of existing conditions. Signal coordination optimization software may include, but not be limited to, Synchro, TRANSYT 7-F, or PASSER. Transit signal priority modeling software may include, but not be limited to, VISSIM or Paramics. Consultants will calibrate the model based on travel time and delay studies and field observations of queue lengths and saturation flows for heavy movements at key intersections.

2.2.4 Consultants will summarize the results of the existing conditions analyses in an Existing Conditions Technical Memorandum. At a minimum, the Memo will include: description of the roadway network and surrounding land uses, including a map showing the study intersections; description of traffic volumes, including day-to-day variability and directionality; description of traffic signal controllers and communication capabilities; identification of factors that are expected to affect progression; results of analysis of initial and actuated settings; description of collision patterns that may be susceptible to correction through signal timing; measures of effectiveness, including delay, number of stops, and travel time from the travel time and delay studies, and fuel consumption and emissions using a methodology specified by MTC; and model calibration results, including a summary of changes to the optimization software's default values. Consultants may be required to meet with the project sponsor and other involved agencies to present and discuss the results of the Memo. Consultants will finalize the Memo based on comments received from the project sponsor, other involved agencies, and the MTC Project Manager.

Deliverable 2A:	Draft Existing Conditions Technical Memorandum, including computer model with existing timings
Deliverable 2B:	Final Existing Conditions Technical Memorandum, including computer model with existing timings

3. Development of Draft Recommendations

Consultants will develop recommendations of optimal initial and actuated settings; time-of-day coordination plans and hours of coordinated operation; and transit signal priority plans and hours of operation, if applicable. Development of optimal time-of-day coordination plans shall include analyses of signal grouping; phasing and phase sequence, including conditional service; cycle lengths, splits, and offsets. Consultants will summarize recommendations in a Recommendations Technical Memorandum. The Memo shall also include a comparison of existing and proposed timings and a description of expected improvements. Consultants will finalize the Memo based on comments received from the project sponsor, other involved agencies, and the MTC Project Manager.

Deliverable 3A:	Draft Recommendations Technical Memorandum, including computer model with recommended timings
Deliverable 3B:	Final Recommendations Technical Memorandum, including computer model with recommended timings

4. Implementation and Evaluation

Consultants will implement and evaluate the approved improvements as follows:

- 4.1 Consultants will prepare for review and approval by the project sponsor and other involved agencies appropriate timing sheets based on the approved timing plans. Consultants will revise the timing sheets based on comments received from the project sponsor and other involved agencies.
- 4.2 Consultants will implement, or assist agency staff in the implementation of, the new settings and timings. Implementation may have to be done in the field or from a central location, depending upon communication capabilities and agency preferences.
- 4.3 Consultants will fine-tune, or assist agency staff in the fine-tuning of, the new settings and timings. Consultants will fine-tune timings in the field and record all changes. Fine-tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed. This also requires additional field visits to verify and assess any changes made during the fine-tuning process.
- 4.4 Consultants will conduct travel time and delay studies, including number of stops, at the key corridors identified under Task 2.1.7. Travel time and delay studies shall be conducted during times and days that are representative of the times and days for which coordination plans were developed. A minimum of four runs shall be conducted for each direction for each peak period. Travel time and delay studies shall be conducted using the floating car method.
- 4.5 Consultants will provide to the MTC Project Manager electronic files of all traffic counts, and controller and cabinet information, in a file-naming convention specified by MTC.
- 4.6 Consultants will calculate measures of effectiveness of the improved system, including delay, number of stops, travel time, fuel consumption, emissions, benefit: cost, and cost

effectiveness for emissions reductions. The methodology for calculating fuel consumption, emissions, benefit: cost, and cost effectiveness for emissions reductions will be specified by MTC.

- 4.7 Consultants will prepare a Final Timings and Evaluation Technical Memorandum, which will include but not be limited to: the final periods of coordination; changes between the timings recommended under Task 3 and the final timings that were implemented; the number of locations where changes were made to better accommodate pedestrians and/or bicyclists; and the results of the evaluation of measures of effectiveness using the benefit-cost analysis. Various benefits need to be calculated, analyzed and reported in terms of, but not limited to, travel time, delay, speed, emissions, etc.

Deliverable 4A:	Revised Timing Sheets
Deliverable 4B:	Final Timings and Evaluation Technical Memorandum, including final timing sheets with computer model, field review with local jurisdiction, and the Benefit-cost analysis worksheet

5. Additional Services

For projects involving transit signal priority, cut-through traffic studies, multiple traffic signal systems, cross-coordination, interconnecting state and local systems, etc., Consultants may be requested to perform services in addition to those described above. Such services may include, but are not limited to: additional meetings, field visits, studies, fine-tuning, procuring and installing GPS clocks, conditional diagrams, updating Visio coversheets when applicable, etc. Should additional services be requested by the MTC Project Manager, Consultants shall include a detailed description of such additional services, a staffing plan, and a man-hour estimate in its DWSB. The scope of these services, as well as the fixed price to be added to the base fee per intersection set forth in the next section will be negotiated on a case-by-case basis. Additional services may also be requested by Consultants after the DWSB has been approved by requesting an amendment to the approved DWSB. If the project requires procuring GPS clocks using the \$10,000 per project communication systems improvement funding under PASS, the Consultants shall procure these clocks and invoice MTC as an additional service. The procedures for the installation of this equipment will be discussed in detail at the project kick-off meetings.

6. Reduced Services

Consultants may be requested to perform only some of the services above in cases where some services are not part of the PASS project, are already available, or agency staff wishes to perform them themselves. Should reduced services be requested, Consultants shall identify in its DWSB which tasks will be performed by the Consultants and which will be performed by the agency. The fee shall be reduced as a percentage of the base fee per intersection set forth in the next section of this *Appendix A*, that is commensurate with the proportion of services to be performed by the Consultants. Deliverables will be negotiated on a case-by-case basis.

Budget and Basis of Payment

Budget for Basic Signal Coordination

MTC will pay Consultants on a fixed fee basis, based on the following fee schedule.

<u>Service (Tasks 0 through 4)</u>	<u>Amount Due</u>
Time-of-day signal coordination with timings implemented remotely from intersection, e.g., via dial-up or from traffic management center	\$2350 per intersection for three scenarios* \$2100 per intersection for two scenarios
Time-of-day signal coordination with timings implemented in the field	\$2550 per intersection for three scenarios \$2300 per intersection for two scenarios

* Scenarios = morning, off-peak/midday, or afternoon weekday peak period

Budget for Additional Services (Task 5)

MTC recognizes that some projects may require additional services like transit signal priority, interconnecting state and local systems, cut-through traffic studies, multiple traffic signal systems, and cross-coordination, additional fine-tuning, procuring and installing GPS clocks, etc. The budget for the additional services portion of these projects is based on the nature of the technical assistance requested by the project sponsor, and is finalized on a case-by-case basis at the project kick-off meeting. MTC reserves the right to cancel the allocation of the project to the Consultants if a reasonable rate cannot be negotiated for these project specific additional services.

Basis of Payment

MTC will pay Consultants for deliverables based tasks based on the following payment schedule. Payment will be authorized after both the project sponsor and the MTC Project Manager have approved the deliverable. The Base Project Budget is the sum of the amounts due under Tasks 0 through 4.

<u>Task</u>	<u>Deliverables (#)</u>	<u>Payment</u>
1.	Draft and Final Detailed Workscope, Schedule and Budget (#1A and #1B)	5% of Base Project Budget
2.	Draft Analysis of Existing Conditions Technical Memorandum (#2A)	35% of Base Project Budget
2.	Final Analysis of Existing Conditions Technical Memorandum (#2B)	10% of Base Project Budget
3.	Draft Recommendations Technical Memorandum (#3A)	15% of Base Project Budget
3.	Final Recommendations Technical Memorandum (#3B)	10% of Base Project Budget
4.	Revised Timing Sheets (#4A)	10% of Base Project Budget
4.	Final Timings and Evaluation Technical Memorandum (#4B)	15% of Base Project Budget
5.	Additional Services or Equipment Purchases	To Be Negotiated

APPENDIX B

CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

Appendix C

SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. A copy of MTC's standard agreement may be obtained from the Project Manager for this RFQ.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix C-1*.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: The selected consultants will be required to indemnify and hold harmless MTC, Caltrans, and all client jurisdictions from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omissions of the consultants; and, at their own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC and all client jurisdictions, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

The indemnification obligation shall not apply to liability arising from and caused by the adjudicated or admitted negligence or willful misconduct of MTC, Caltrans or any client jurisdictions. If the adjudicated or admitted negligence or willful misconduct of MTC or any of the client jurisdictions contributes to a loss, the consultant shall not be obligated to indemnify such indemnitee for the proportionate share of such loss caused by such negligence or willful misconduct.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work

Product”) written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Computer files generated from arterial analysis software packages including, but not limited to, Synchro and SimTraffic, and detailed signal timing sheets (“Technical Work Products”), shall be the property of the Client Jurisdiction that owns the traffic signal for which the Technical Work Product was prepared or assembled, and copies shall be delivered to the Client Jurisdiction promptly upon completion of the work or upon an earlier termination of the Agreement Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The agreement shall be governed by the laws of the State of California

APPENDIX C-1 INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnity's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, Caltrans, <u>all client jurisdictions</u> and their commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
—	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be

	purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.
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By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFQ provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

APPENDIX D DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If the contract has an under-utilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultants and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.2 DBE Records

A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.

1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the MTC's Project Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

(2) The Consultant shall also submit to the MTC's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that

month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Consultant in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

2.5 Performance of DBE Consultants and Other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and

installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
6. Subcontractors
 - a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.

- b. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
 - c. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
 - d. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:
- The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

APPENDIX D-1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(Signature of authorized official)

(Type/print name and title)

APPENDIX D-2
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2010.

By _____ (signature of authorized official)

(title of authorized official)

APPENDIX D-3

Exhibit 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

Agency:	MTC	
Location:	101 – 8 th Street, Oakland, CA 94607-4700	
Project Description: Program for Arterial System Synchronization (PASS)		
Proposal Date:		Total Contract Amount:
Proposer's Name:		

[illegible]

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Proposal Award Date: _____

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name	Signature	Date
------------	-----------	------

Local Agency Representative _____

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name	Signature	Date
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Print Name	Signature	Date
Caltrans District Local Assistance Engineer		

Total Claimed
Participation

\$_____

%

Signature of Proposer

Date (Area Code) Tel. No.

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX D-4

Exhibit 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

Agency:	MTC	
Location:	101 – 8 th Street, Oakland, CA 94607-4700	
Project Description:	Program for Arterial System Synchronization (PASS)	
Proposal Date:		Total Contract Amount:
Proposer's Name:		

[illegible]**For Local Agency to Complete:**

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name	Signature	Date
Local Agency Representative		

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name	Signature	Date
Caltrans District Local Assistance Engineer		

Total Claimed
Participation

\$_____

%

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Bidder - DBE Commitment(Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX D-5
UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of **10%** for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
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- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Name of Proposing Company	
Signature of Authorizing Official	
Date	